CONFERENCE ON DISARMAMENT

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LETTER DATED 3 AUGUST 1992 FROM THE REPRESENTATIVE OF THE UNITED STATES OF AMERICA ADDRESSED TO THE PRESIDENT OF THE CONFERENCE ON DISARMAMENT TRANSMITTING THE AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE PRESIDENT'S COMMITTEE ON CONVENTIONAL PROBLEMS OF CHEMICAL AND BIOLOGICAL WEAPONS OF THE RUSSIAN FEDERATION CONCERNING THE SAFE, SECURE AND ECOLOGICALLY SOUND DESTRUCTION OF CHEMICAL WEAPONS

I have the honour to forward to you the attached Agreement between the United States of America and the Russian Federation concerning the Safe, Secure and Ecologically Sound Destruction of Chemical Weapons, signed at Washington, D.C. on July 30, 1992.

Could you please take the appropriate steps to register this Agreement as an official document of the Conference on Disarmament and of the Ad Hoc Committee on Chemical Weapons, and to have it distributed to all in the work of the Conference. It is my understanding that Ambassador Batsanov, Head of the Russian Delegation to the Conference on Disarmament, would plan to submit to you the Russian language version of this agreement.

(Signed) STEPHEN J. LEDOGAR
Representative of the United States of America
to the Conference on Disarmament

GE.92-62553

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE
UNITED STATES OF AMERICA
AND
THE PRESIDENT'S COMMITTEE ON CONVENTIONAL PROBLEMS OF CHEMICAL
AND BIOLOGICAL WEAPONS OF THE RUSSIAN FEDERATION
CONCERNING
THE SAFE, SECURE AND ECOLOGICALLY SOUND DESTRUCTION
OF CHEMICAL WEAPONS

The Department of Defense of the United States of America and the President's Committee on Conventional Problems of Chemical and Biological Weapons of the Russian Federation, hereinafter referred to as the Parties,

Desiring to facilitate the safe, secure and ecologically sound destruction of chemical weapons in the Russian Federation and to assist in the prevention of weapons proliferation,

Have agreed as follows:

ARTICLE I

1. In order to assist the Russian Federation in the safe, secure, ecologically sound and expeditious destruction of chemical weapons in accordance with existing or future agreements between the Parties, the Department of Defense of the United States of America, hereinafter referred to as DOD, shall provide at no cost to the President's Committee on Conventional Problems of Chemical and Biological Weapons of the Russian Federation, hereinafter referred to as the Committee, chemical weapons destruction assistance in accordance with the terms of this Agreement.

2. The Committee shall use all material (including projects, equipment and instruments), training and services provided in accordance with this Agreement exclusively for the purpose of facilitating the safe, secure, ecologically sound and expeditious destruction of chemical weapons.

3. The DOD and the United States of America shall not be responsible for ensuring either the proper use of material, training or services provided in accordance with this Agreement or against any failure of the material, training or services.

4. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to the provisions of the Agreement between the United States of America and the Russian Federation Concerning the Safe and Secure Transportation, Storage and Destruction of Weapons and the Prevention of Weapons Proliferation of June 17, 1992, hereinafter referred to as the Weapons Destruction and Non-Proliferation Agreement.

ARTICLE II

1. Each Party to this Agreement shall have the right, following written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other agencies, departments or units of their respective governments.

2. Each Party to this Agreement shall have the right, following written notification to the other Party, to designate technical liaison representatives for material, training and services provided pursuant to this Agreement.

ARTICLE III

1. The total cost to DOD of all material, training and services provided pursuant to this Agreement and associated expenses, including costs related to the transportation of material and personnel to and from the Russian Federation, shall not exceed twenty-five million U.S. Dollars.

2. Pursuant to the terms of this Agreement, the DOD shall provide to the Committee the following assistance:

(a) Development with the Committee of a concept plan, including systems analysis and design, for chemical weapons destruction. This concept plan shall be developed by the DOD, in consultation with the Committee and the United States contractor and/or contractors. In developing this plan, the DOD shall take into account Committee recommendations regarding the statement of work.

(b) Provision of detection, systems of analysis, and alarm systems for the transport of chemical weapons and/or for safety and warning purposes at chemical weapons destruction sites. The quantity and specifications for such material shall be determined by the DOD, in consultation with the Committee.

(c) Establishment of a familiarization program for Russian Federation chemical weapons destruction experts and engineers at facilities in the United States of America selected by the Department of Defense. The number of experts and engineers to participate in this program shall be determined by the DOD, in consultation with the Committee.

(d) Visits by Committee technical representatives to chemical weapons destruction facilities in the United States of America. The number of representatives to participate in these visits shall be determined by the DOD, in consultation with the Committee.

(e) Demonstration of protective equipment and provision of other training or tutorials related to chemical weapons destruction. Scheduling and additional procedures related to the provision of this training shall be established by the DOD, in consultation with the Committee.

3. The DOD may also provide, at its discretion, to the Committee pursuant to this Agreement the following types of assistance:

(a) Development of mobile chemical weapons destruction systems.

(b) Participation in the creation of national laboratory complexes for control and destruction sites, to include providing the technical equipment necessary to stock the laboratories.

(c) Provision, in accordance with procedures to be agreed upon by the Parties, of technical equipment such as control and metering systems and other automation systems required for destruction sites.

(d) Provision of medical facilities at destruction sites.

(e) Joint DOD/Committee testing or experimentation related to chemical weapons destruction.

(f) Such other cooperation related to chemical weapons destruction as may be agreed by the Parties.

4. Unless otherwise agreed by the Parties, the material to be provided by the DOD to the Committee pursuant to this Agreement shall be delivered to Moscow. The DOD shall notify the Committee of the planned date of each shipment at least seven days in advance of the anticipated shipping date. The Committee shall take possession of material within six hours after receipt of the notification of the arrival of such material.

ARTICLE IV

The Committee shall examine all material received pursuant to this Agreement and provide confirmation to the DOD within 10 days of receipt that they conform with the technical specifications established by the DOD. Material failing to conform with agreed specifications shall be returned to the United States of America through the Embassy of the United States of America at Moscow within 30 days of receipt for replacement.

ARTICLE V

1. Upon 30 days advance notice and no more than three times in each calendar year, representatives of the DOD shall have the right to examine the use of any material, training or other services provided in accordance with this Agreement, if possible at sites of their location or use, and shall have the right to inspect any and all related records or documentation during the period of this Agreement and for three years thereafter.

2. In addition to the inspections provided for by paragraph 1 of this article, representatives of the DOD shall have the right to conduct visits to locations in the Russian Federation in which DOD contractor work is being performed in order to monitor progress on approved projects and assure fulfillment of the terms of applicable contracts.

ARTICLE VI

As appropriate, the Parties may enter into implementing arrangements to carry out the provisions of this Agreement. In case of any inconsistency between this Agreement and any such arrangements, the provisions of this Agreement shall prevail.

ARTICLE VII

This Agreement shall enter into force upon signature and shall remain in force for the duration of the Weapons Destruction and Non-Proliferation Agreement. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon ninety days written notification to the other Party of its intention to do so.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this agreeement.

DONE at Washington, this Thirty day of July, 1992, in duplicate in the English and Russian languages, both texts being equally authentic.

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

FOR THE PRESIDENT'S COMMITTEE ON CONVENTIONAL PROBLEMS OF CHEMICAL AND BIOLOGICAL WEAPONS OF THE RUSSIAN PEDERATION: